

IN THE UNITED STATES COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

Joshua Emanuel El-Bey, Pro Se

Plaintiff,

v.

U. S. Bank National Association, Trustee
Actor(s) in schemes violating
federal laws providing fraud
and extortion are *malum in se* offenses,
predicate actor in schemes violating federal laws
providing that fraud and extortion are
malum in se offenses,

Chase Home Finance, LLC, successor by assign
to Chase Manhattan Mortgage Corporation
affecting interstate commerce an enterprise
affecting interstate commerce predicate actor
In Schemes violating federal laws providing
Fraud and extortion are *malum in se* Offenses,

JP Morgan Mortgage Acquisition Corporation
affecting interstate commerce an enterprise
affecting interstate commerce predicate actor
In Schemes violating federal laws providing
Fraud and extortion are *malum in se* Offenses,

McCabe, Weisberg & Conway, P. C.
Predicate actor(s)
in schemes violating federal laws providing fraud
and extortion are *malum in se* offenses,
predicate actor in schemes violating federal laws
providing that fraud and extortion are
malum in se offenses

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
Predicate actor(s)
in schemes violating federal laws providing fraud
and extortion are *malum in se* offenses,
predicate actor in schemes violating federal laws
providing that fraud and extortion are
malum in se offenses
(John Doe's [10]
Defendant(s) Et Al

Case No. 10 1716

RICO COMPLAINT
UNDER AUTHORITY OF
18 USC 1964(a)

PLIANTIFF'S RESPONSE TO
DEFENDANT'S MOTION TO
DISMISS PLAINTIFF'S RICO
COMPLAINT.

(HON. WILLIAM YOHN, JR.)

FILED

MAY 13 2010

MICHAEL E. KUNZ, Clerk
By _____ **Dep. Clerk**

JURY TRIAL DEMANDED

**AFFIDAVIT IN RESPONSE, AND COUNTERCLAIM TO
DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT**

"Indeed, 'no more than (affidavits) is necessary to make the prima facie case.'" [United States v. Kiss, 658 F 2d 526, 536 (7th Cert. Denied, 50 U. S. L. W. 2169 (S Ct 3/22/82))]

1. That; on the day of your admission to the BAR you did execute the attorney's oath to uphold/support the Constitution and Laws of the Pennsylvania and of the United States of America, the organic act;
2. That; in taking your Attorney's Oath your swore to "do no falsehood" and to not "sue any false, groundless or unlawful suit" and to "delay no man for lucre or malice;" or an oath to similar effect?
3. That; as an attorneys and officers of the court, you fully understand that you cannot credibly claim "ignorance or the law" as defense or excuse for your behavior or actions toward or against the laws, treaties, and rights of the indigenous tribes on the North American continent.

I respectfully request the indulgence of this court, as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519.

INTRODUCTION

McCabe, Weisberg & Conway, P.C., makes slight of plaintiff's written communications , as they too make same of plaintiff's heritage and rights under Federal Jurisdiction. Plaintiff is not trained in the law however offers earnest heartfelt testimony to this Honorable court who has the final observation and judgment of the information submitted. Plaintiff's Political Status: Classified-Truth A-1 Freehold by Inheritance Registration #AA222141 Recorded with the United States Department of Justice. National and International Protection At Law Pursuant to the United Nations Declaration on the rights of Aboriginal Indigenous People Federally Enforced pursuant to Article Six of the United States of (for) America Republic Constitution. I declare that I am a free (Sovereign) Indigenous autonomous Aborigine (Ab-original) **Müür / Moor** of the United (Unity) Washitaw de Dugdahmoundyah **Müür / Moor** Nation. I am a direct blood

descendant of the ancient mound builders and the oldest Indigenous autonomous Aborigine (Ab-original) people on Earth, known as the ***Emperial Washitaw de Dugdahmoundyah Empire*** of the land and soil known as the Americas. We are the true lawful, legal National autonomous (Sovereigns) of the Continental united States, North, South, and Central American Republics, Northwest Africa / Amexem / America (Al Moroc). In spirit of peaceful co-existence, general safety and mutual benefits as mandated by the Universal Declaration of human Rights, The U.N. General Assembly Resolution 50/157 and articles, and principles of the United Nations Economic and Social Council draft E/CN.4Sub.2/1994/2/Add.1 of 20 April 1994. Commission on Human Rights Sub-commission on Prevention of Discrimination and protection of Minorities as finalized by the Working Group on Indigenous Populations in its entirety but especially articles 4,5,7a,9,11,16,19,20,21,23,29,31,32, and 38. No man is greater than the other.

BRIEF IN SUPPORT OF ARGUMENT

Defendant(s), and council for defendant(s) defense statements are fatally flawed and defective filled with inconsistencies, omission of facts, and non-truths and fails to offer statements under the pains and penalties of perjury.

The defendant(s), U S Bank National Association, Chase Home Finance, LLC, JP Morgan Mortgage Acquisition Corporation, McCabe, Weisberg & Conway, Professional Corporation, and Martha E. Von Rosenstiel, Esquire, and Martha E. Von Rosenstiel, Professional Corporation have all been properly served within the 120 days requirement and prior to the submission to this Affidavit in Response to Defendant(s) Motion to Dismiss Complaint, with Prejudice.

Defendant(s) have failed to respond to the severity of their Fraud and extortion malum in se offenses. Instead they revisit the bases of constitutional, and human rights violations concerning the illegal foreclosure actions that are the underpinning foundation for plaintiff's Rico complaint. The argument over the illegal foreclosure that violated plaintiff's constitutional, and human rights has already been made in Case number 09-5656 which is presently headed to trial on November 22, 2010. Plaintiff finds no reason to question or rehash that particular area of argument. Plaintiff will however address defendant's statement concerning "Defendant El-Bey" filings in State court. Not being a lawyer "defendant El-Bey" tried very hard to communicate the wrongdoings in the foreclosure process all to no avail. Plaintiff concludes that State court gave no consideration to constitutional or civil rights violations. Plaintiff clearly understands the difference between the courts. Constitutional limits go lacking with foreclosure attorneys such as defendant(s) McCabe, Weisberg & Conway, P.C. If it was they would have never foreclosed on Bernard Ladem, and Plaintiff Joshua Emanuel El-Bey using fraudulent securities such as the "Mortgage Assignment" filed in the Philadelphia Court of Common Pleas. The legitimate "Mortgage Assignment" was retried under federal subpoena under in case number 09-5656. If defendant's McCabe, Weisberg & Conway, P.C. thought the first "Mortgage Assignment" was proper which IS THE ONLY INSTRUMENT GIVING RIGHT OF MORTGAGE OWNERSHIP FROM ONE MORTGAGE COMPANY TO ANOTHER. Using that (the first instrument) it what was filed into Philadelphia Court of Common Pleas proving that client [U S Bank National Association] had proper ownership of the mortgage when they did not. The foreclosure, recording of deed in the name of JP Morgan Mortgage Acquisition Corporation, and filing of suit in eviction was 100% reprehensible. All defendant(s), U S Bank National

Association, Chase Home Finance, LLC, McCabe, Weisberg & Conway, Professional Corporation, Martha E. Von Rosenstiel, Esquire, and Martha E. Von Rosenstiel, Professional Corporation, by and with, their combined illicit activities are herewith summarized as Racketeer Influenced and Corrupt considered Organizations with securities, fraud, and extortion under 18 USC 1964(a).

Plaintiff's Rico complaint is a continuation of that injustice however introducing additional elements of the said illegal foreclosure adding including two defendant(s). Defendant(s) JP Morgan Mortgage Acquisition Corporation, and Martha E. Von Rosenstiel, Esquire, Martha E. Von Rosenstiel, Professional Corporation with full knowledge of fraud before the court in case number 09-5656 with trial scheduled for November seemed oblivious to these facts with defendant JP Morgan Mortgage Acquisition Corporation filing deed in Philadelphia Recorder of Deeds, and defendant Von Rosenstiel launching the eviction process. "Two wrongs don't make a right". Defendant(s) are trained attorneys who took an oath to protect the United States Constitution. Plaintiff finds no respectability in their actions.

Plaintiff further asserts that U S Bank National Association was not the "Holder in Due Course of the Mortgage and Note". Black's law dictionary 2nd edition "Trustee", The person appointed, or required by law, to execute a trust. The Honorable judge Christopher Boyko ordered "the executed Assignment demonstrating Plaintiff was the holder and owner of the Note and Mortgage *as of the date the Complaint was filed*". U S Bank National Association operates in this matter as "Trustee" not owner in due course. BRUCE J. FRIEDMAN, and/or his successor, individually, and in his official capacity as Senior Vice President, CHASE HOME

FINANCE, LLC, d/b/a) JP MORGAN MORTGAGE ACQUISITION CORPORATION, an ens legis being used to conceal fraud; herein after referred as BRUCE J. FRIEDMAN, dated as of January 1, 2006 (this "Amendment") to the Flow Mortgage Loan Purchase, Warranties and Servicing Agreement, dated as of May I, 2004, as amended by that certain Amendment No. 1, dated as of January 1, 2005, by and among JP Morgan Mortgage Acquisition Corp., Chase Home Finance, LLC and JP Morgan Chase Bank, National Association (the "Agreement"), by and among J P MORGAN MORTGAGE ACQUISITION CORP., a Delaware corporation, as purchaser (the "Purchaser"), CHASE HOME FINANCE LLC, a Delaware limited liability company, as seller ("CHF" or the "Seller") and JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, as servicer (the "Servicer"), Et al; U S BANK NATIONAL ASSOCIATION, ROBERT ADELE, Senior Vice President, AS TRUSTEE FOR JP MORGAN MORTGAGE ACQUISITION CORPORATION, 2006-_FRIE, ASSET BACKED PASS-THROUGH CERTIFICATESS SERIES 2006-FREI, ET al. committed against plaintiff, the State of Pennsylvania, and/or the body politic and/or public in general; including without limitations, the following abridged list of fraudulent acts committed against plaintiff and/or the body politic and/or public in general; including without limitations. BRUCE J. FRIEDMAN Et al.: *(See Proof of Claim "A")*.

On March 12, 2010 deed was filed in Philadelphia Recorder of Deeds in the name of JP Morgan Mortgage Acquisition Corporation for 5324 Wynnefield Avenue, Philadelphia, seller U S Bank National Association. Martha E. Von Rosenstiel, Esquire,

Martha E. Von Rosenstiel, Professional Corporation, here after “Rosenstiel”, represents U S Bank National Association, and JP Morgan Mortgage Acquisition Corporation legal council. On or after April 1, 2010 “Rosenstiel” served notice to Bernard Ladem, or “Occupants” in suit in eviction requiring plaintiff to respond in twenty (20) days. On April 16, 2010 Plaintiff herein filed “Motion to Intervene”. *((a) Intervention of Right. Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute of the United States confers an unconditional right to intervene; or (2) when the application claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties).* Martha E. Von Rosenstiel was properly served *(See Proof of Claim “B”)*.

On April 27, 2010 plaintiff retained Allan Marshall, Esquire to protect plaintiff's rights from eviction. Mr. Marshall discovered in court records that the plaintiff's Motion to Intervene was rejected for non-payment. Please find bar code copy and receipt attached *(See Proof of Claim “C”)*.

ROOKER-FELDMAN DOCTRINE

Defendant(s) are all inextricably intertwined conspiring acts of mortgage and securities fraud against plaintiff, and plaintiff's family shocking the conscience with illegal foreclosure and eviction. This court has subject matter jurisdiction to consider plaintiff's claim.

The case caption explains intent. Plaintiffs' civil, and constitutional rights were violated seeking damages from this court via jury trial for those wrongdoings: There are however exceptions to the *Rooker/Feldman* doctrine when the state court judgment was *procured through fraud, deception, accident, or mistake* *Sun Valley Foods Co. v. Detroit Marine Terminals, Inc.* 801 F.2d 186, 189(6th Cir. 1985)(quoting *Resolute Ins. Co. v. North Carolina* 397 F.2d 586, 589 (4th Cir. 1968)). *Rooker/Feldman* will not apply when the party had no reasonable opportunity to raise his federal claim in state proceedings, *Wood v. Orange County*, 715 F.2d 1543, 1547 (11th Cir. 1983), cert. Denied, 467 U.S. 1210, 104 S. Ct. 2398, 81 L. Ed. 2d 355 (1984). If the state court did not have subject matter jurisdiction over the prior action, its orders would be void *ab initio* and subject to attack notwithstanding *Rooker/Feldman*, *James v. Draper* (In re. Lake), 202 B.R. 754, 758 (B.A.P. 9th Cir. 1996). A state court judgment may be subject to collateral attack if the state court lacked jurisdiction over the subject matter or the PARTIES, or the judgment was procured through extrinsic fraud. Exception to the *Rooker/Feldman* rule comes into play when the state proceedings are considered a legal nullity, and thus, are void *ab initio*. See *Kalb v. Fuerstein*, 308 U.S. 433, 438-40 (1940). Where specific federal statute (such as 18 USC 1964(a)) specifically authorizes review, the *Rooker/Feldman* doctrine is inapplicable. See *Plyer v. Love*, 129 F. 3d 728, 732 (4th Cir. 1997), *Young v. Murphy*, 90 F.3d 1225, 1230 (7th Cir. 1992), and *In re: Gruntz*, 202 F.3d 1074, 1079 (9th Cir. 2000). Because standing involves the federal court's subject matter jurisdiction, it can be raised sua sponte. *Id.* (citing *Central States*, 433 F.3d at 198). Further, standing is determined as of the time the complaint is filed. *Cleveland Branch, NAACP v. City of Parma, Ohio*, 263 F.3d 513, 524 (6th Cir. 2001), cert. denied, 535 U.S. 971 (2002). While a determination

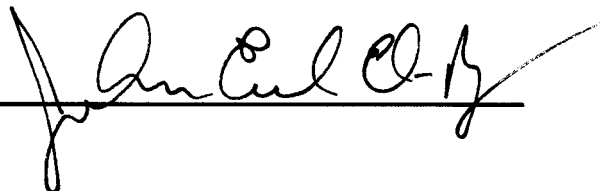
of standing is generally based upon allegations in the complaint, when standing is questioned, courts may consider evidence thereof. *See NAACP*, 263 F.3d at 523-30; *Senter v. General Motors*, 532 F.2d 511 (6th Cir. 1976), *cert. denied*, 429 U.S. 870 (1976). Void judgments are those rendered by a court which lacked jurisdiction, either of the subject matter or the parties, *Wahl v. Round Valley Bank* 38 Ariz. 411, 300 P. 955 (1931); *Tube City Mining & Milling Co. v. Otterson*, 16 Ariz. 305, 146 P. 203 (1914); and *Milliken v. Meyer*, 311 U.S. 457, 61 S.Ct. 339, 85 L. Ed. 2d 278 (1940). A void judgment which includes judgment entered by a court which lacks jurisdiction over the parties or the subject matter, or lacks inherent power to enter the particular judgment, or an order procured by fraud, “*can be attacked at any time, in any court*”, either directly or collaterally, provided that the party is properly before the court, *Long v. Shorebank Development Corp.*, 182 F.3d 548 (C.A. 7 Ill. 1999).

Defendants claimed that Federal Jurisdiction does not have subject matter jurisdiction. To the contrary, “Under section 1441 (a) of the Judicial Code, a defendant may remove to an appropriate federal district court “any civil action brought in a State court of which the district courts of the United States have original jurisdiction”.

CONCLUSION

I, Joshua Emanuel El-Bey hereby accept Your Oath of Office. I demur your statements and charges in their entirety. Martha E. Von Rosenstiel d/b/a MARTHTA E. VON ROSENSTIEL, PROFESSIONAL CORPORATION, MARTHA E. VON ROSENSTIEL, ESQUIRE, ATTORNEY FOR DEFENDANT U S BANK NATONAL ASSOCIAITON, 200 SIXTH STREET, U S BANK PLAZA, MINNEAPOLIS, MN, 55402, AND J. P. MORGAN MORTGAGE ACQUISITION CORPORATION, 3415 VISION DRIVE, COLUMBUS, OH 43219, supervisors, heirs, agents and assigns,

statement of the claim and proof of the claim in the truth that your claim is true, complete and certain under the penalties of perjury and under bond. My Affidavit in Response, and Counterclaim to defendant's Motion to Dismiss Plaintiff's Complaint is made in good faith with clean hands in this offering to You, Martha E. Von Rosenstiel d/b/a MARTHA E. VON ROSENSTIEL, ATTORNEY, ESQUIRE, MARTHA E. VON ROSENSTIEL, PROFESSIONAL CORPORATION ATTORNEY FOR DEFENDANT'S U S BANK NATIONAL ASSOCIATION, 200 SIXTH STREET, U S BANK PLAZA, MINNEAPOLIS, MN, 55402, AND J. P. MORGAN MORTGAGE ACQUISITION CORPORATION, 4315 VISION DRIVE, COLUMBUS, OH, 43219 supervisors, heirs, agents and assigns, I demur. A demurrer can be used only to challenge defects that appear on the face of a complaint or motion to dismiss. For the purpose of testing the sufficiency of the pleading on demurrer, the court must accept as true all material facts properly pleaded. All facts are to be construed in the least favorable to defendant. *Perdue v. Crocker National Bank*, 38 Cal. 3d 913, 922 (1985). Whether the plaintiff will be able to prove the pleaded facts is irrelevant to ruling upon the demurrer. *Stevens v. Superior Court*, 180 Cal. App. 3d 605, 609-10 (1986). It is error to sustain a demurrer if it appears that the plaintiff is entitled to any relief under the circumstances pleaded. *Dubins vs. Regents of Univ. of Cal.*, 25 Cal. App. 4th 77, 82 (1994); *Jack Heskett Lincoln Mercury, Inc. v. Metcalf*, 158 Cal. App. 3d 38, 41 (1984). If there is a reasonable possibility that a pleading can be cured, leave to amend must be granted. *Platt v. Coldwell Banker Residential Real Estate Servs.*, 217 Cal. App. 3d 1439, 1444 (1990); *Blan v. Kirwan*, 39 Cal. 3d 311, 318, (1985). Defendants' demurrers cannot be granted under these standards. I demur.

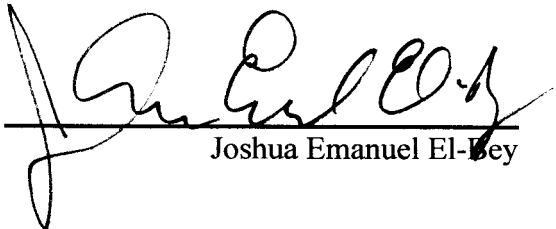


PROOF OF CLAIM "A"

CERTIFICATE OF SERVICE

I, Joshua Emanuel El-Bey hereby certify that a true and correct copy of Plaintiff's response to defendant(s) motion to dismiss plaintiff's RICO complaint, May 14, 2010 to the following defendant(s):

Frank Dubin, Esquire
MCCABE, WEISBERG & CONWAY, P. C.
123 S. BROAD STREET
SUITE 2080
PHILADELPHIA, PA 19109
United States Certified Mail No. 7009 08200001 3770 8028



Joshua Emanuel El-Bey

EXECUTION COPY

**AMENDMENT REG AB TO
FLOW MORTGAGE LOAN PURCHASE, WARRANTIES AND SERVICING
AGREEMENT**

This is Amendment Reg AB, dated as of January 1, 2006 (this "Amendment") to the Flow Mortgage Loan Purchase, Warranties and Servicing Agreement, dated as of May 1, 2004, as amended by that certain Amendment No. 1, dated as of January 1, 2005, by and among J.P. Morgan Mortgage Acquisition Corp., Chase Home Finance, LLC and JPMorgan Chase Bank, National Association (the "Agreement"), by and among J.P. MORGAN MORTGAGE ACQUISITION CORP., a Delaware corporation, as purchaser (the "Purchaser"), CHASE HOME FINANCE LLC, a Delaware limited liability company, as seller ("CHF" or the "Seller") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, as servicer (the "Servicer").

WHEREAS, the Seller has sold certain mortgage loans to the Purchaser pursuant to the terms of the Agreement;

WHEREAS, the Seller intends to sell and the Purchaser intends to purchase certain additional mortgage loans pursuant to the terms of the Agreement; and

WHEREAS, the parties to the Agreement desire to make the amendments to the Agreement set forth below in order to allow for the purchase of certain additional mortgage loans pursuant to the terms of the Agreement.

In consideration of the mutual agreements herein contained, each party agrees as follows for the benefit of the other party:

ARTICLE I

Definitions

SECTION 1.01. Cross Reference to Definitions in Agreement. Capitalized terms used in this Amendment and not defined herein or amended by the terms of this Amendment shall have the meaning assigned to such terms in the Agreement.

ARTICLE II

Amendments to the Agreement

SECTION 2.01. Section 1.01 (Defined Terms) of the Agreement is hereby amended, effective as of the date hereof for Mortgage Loans purchased by the Purchaser pursuant to the Agreement prior to the date hereof or hereafter, by:

- (a) deleting in its entirety the definition of "Subservicer"; and

(b)

adding the following definitions thereto in their proper alphabetical order:

Commission: The United States Securities and Exchange Commission.

Depositor: The depositor, as such term is defined in Regulation AB, with respect to any Securitization Transaction.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Qualified Correspondent: Any Person from which the Seller purchased Mortgage Loans, provided that the following conditions are satisfied: (i) such Mortgage Loans were originated pursuant to an agreement between the Seller and such Person that contemplated that such Person would underwrite mortgage loans from time to time, for sale to the Seller, in accordance with underwriting guidelines designated by the Seller ("Designated Guidelines") or guidelines that do not vary materially from such Designated Guidelines; (ii) such Mortgage Loans were in fact underwritten as described in clause (i) above and were acquired by the Seller within 180 days after origination; (iii) either (x) the Designated Guidelines were, at the time such Mortgage Loans were originated, used by the Seller in origination of mortgage loans of the same type as the Mortgage Loans for the Seller's own account or (y) the Designated Guidelines were, at the time such Mortgage Loans were underwritten, designated by the Seller on a consistent basis for use by lenders in originating mortgage loans to be purchased by the Seller; and (iv) the Seller employed, at the time such Mortgage Loans were acquired by the Seller, pre-purchase or post-purchase quality assurance procedures (which may involve, among other things, review of a sample of mortgage loans purchased during a particular time period or through particular channels) designed to ensure that Persons from which it purchased mortgage loans properly applied the underwriting criteria designated by the Seller.

Reconstitution: Any Securitization Transaction, Agency Transfer, Pass-Through Transfer or Whole Loan Transfer.

Regulation AB: Subpart 229.1100 - Asset Backed Securities (Regulation AB), 17 C.F.R. §§229.1100-229.1123, as such may be amended from time to time, and subject to such clarification and interpretation as have been provided by the Commission in the adopting release (Asset-Backed Securities, Securities Act Release No. 33-8518, 70 Fed. Reg. 1,506, 1,531 (Jan. 7, 2005)) or by the staff of the Commission, or as may be provided by the Commission or its staff from time to time.

Securities Act: The Securities Act of 1933, as amended.

Securitization Transaction: Any transaction involving either (1) a sale or other transfer of some or all of the Mortgage Loans directly or indirectly to an issuing entity in connection with an issuance of publicly offered or privately placed, rated or unrated mortgage-backed securities or (2) an issuance of publicly offered or privately placed, rated or unrated securities, the payments on which are determined primarily by reference to one or more portfolios of residential mortgage loans consisting, in whole or in part, of some or all of the Mortgage Loans.

Seller Information: As defined in Section 11.05(a).

Servicing Criteria: The “servicing criteria” set forth in Item 1122(d) of Regulation AB, as such may be amended from time to time with the reasonable consent of any Depositor and any other Person signing the Sarbanes Certification with respect to any securitization, for which the Seller is responsible in its capacity as servicer as identified on Exhibit N hereto.

Static Pool Information: Static pool information as described in Item 1105(a)(1)-(3) and 1105(c) of Regulation AB.

Subcontractor: Any vendor, subcontractor or other Person that is not responsible for the overall servicing (as “servicing” is commonly understood by participants in the mortgage-backed securities market) of Mortgage Loans but performs one or more discrete functions identified in Item 1122(d) of Regulation AB with respect to Mortgage Loans as determined by and under the direction or authority of the Seller or a Subservicer.

Subservicer: Any Person that services Mortgage Loans on behalf of the Seller or any Subservicer and is responsible for the performance (whether directly or through Subservicers or Subcontractors) of a substantial portion of the material servicing functions required to be performed by the Seller under this Agreement or any Reconstitution Agreement that are identified in Item 1122(d) of Regulation AB. Any Subservicer shall meet the qualifications set forth in Section 4.01.

Third-Party Originator: Each Person, other than a Qualified Correspondent, that originated Mortgage Loans acquired by the Seller.

Whole Loan Transfer: Any sale or transfer of some or all of the Mortgage Loans, other than a Securitization Transaction.

SECTION 2.02. Section 4.01 (Seller to Act as Servicer) of the Agreement is hereby amended, effective as of the date hereof for Mortgage Loans purchased by the Purchaser pursuant to the Agreement prior to the date hereof or hereafter, by:

(a)

Adding “(a)” immediately prior to the first sentence of the first paragraph of such Section 4.01; and

(b)

Adding to the end of such Section 4.01 the following in its entirety:

(b)

Notwithstanding anything in this Agreement to the contrary, the Servicer shall not hire or otherwise utilize the services of any Subservicer to fulfill any of the obligations of the Servicer as servicer under this Agreement or any Reconstitution Agreement unless the Servicer complies with the provisions of Section 4.01(b)(i). The Servicer shall not hire or otherwise utilize the services of any Subcontractor, and shall not permit any Subservicer to hire or otherwise utilize the services of any Subcontractor, to fulfill any of the obligations of the Servicer as servicer under this Agreement or any Reconstitution Agreement unless the Servicer complies with the provisions of Section 4.01(b)(ii).

(i)

It shall not be necessary for the Servicer to seek the consent of the Purchaser, any Master Servicer or any Depositor to the utilization of any Subservicer. The

PROOF OF CLAIM "B"

Court of Common Pleas of Philadelphia County

Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

MARCH 2010**003882**

E-Filing Number: 1003036083

PLAINTIFF'S NAME
U.S. BANK NATIONAL ASSOCIATION ,AS TRUSTEE
FOR JP MORGAN MOR

DEFENDANT'S NAME
BERNARD LADEM

\$ OCCUPANTS

PLAINTIFF'S ADDRESS
3415 VISION DRIVE, DEPT OH4-71
COLUMBUS OH 43219

DEFENDANT'S ADDRESS
5324 WYNNEFIELD AVENUE
PHILADELPHIA PA 19131

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

1

TOTAL NUMBER OF DEFENDANTS

1

COMMENCEMENT OF ACTION

☒ Complaint☐ Petition Action☐ Notice of Appeal☐ Writ of Summons☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY

☐ \$50,000.00 or less☐ More than \$50,000.00

COURT PROGRAMS

☐ Arbitration☐ Jury☐ Non-Jury☒ Other: RENT, LEASE & EJECTMENT☐ Mass Tort☐ Savings Action☐ Petition☐ Commerce☐ Minor Court Appeal☐ Statutory Appeals☐ Settlement☐ Minors☐ W/D/Survival

CASE TYPE AND CODE

3R - RENT, LEASE, OR EJECTMENT

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

**FILED
PRO PROTHY
MAR 22 2010
J. MURPHY**

IS CASE SUBJECT TO

COORDINATION ORDER?

YES

NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: U.S. BANK NATIONAL ASSOCIATION ,AS TRUSTEE FOR JP MORGAN MOR
Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY

MARTHA E. VONROSENSTIEL

ADDRESS

649 SOUTH AVENUE
UNIT 6
SECANE PA 19018

PHONE NUMBER

(610) 328-2887

FAX NUMBER

(610) 328-2649

SUPREME COURT IDENTIFICATION NO.

52634

E-MAIL ADDRESS

denielle@mvrlaw.com

SIGNATURE OF FILING ATTORNEY OR PARTY

MARTHA VONROSENSTIEL

DATE SUBMITTED

Monday, March 22, 2010, 11:35 am

FINAL COPY (Approved by the Prothonotary Clerk)

25511-CFC-VJ

Martha E. Von Rosenstiel, P.C.
 Martha E. Von Rosenstiel, Esquire
 649 South Avenue, Unit #7
 Secane, PA 19018
 (610) 328-2887
 Attorney I.D. #52634

Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR JP
 MORGAN MORTGAGE ACQUISITION CORPORATION, 2006-FRE1,
 ASSET BACKED PASS-THROUGH CERTIFICATE SERIES 2006-FRE1
 3415 Vision Drive, Dept OH4-7142
 Columbus, OH 43219

COURT OF COMMON PLEAS OF
 PHILADELPHIA COUNTY

Filed and Attested by
 PROTHONOTARY
 22 MAR 2010 11:35 am
 J. MURPHY

Plaintiff :
 : NO.

v.
 BERNARD LADEM OR OCCUPANTS
 5324 Wynnefield Avenue
 Philadelphia, PA 19131

Defendant(s) :

CIVIL ACTION - EJECTMENT

NOTICE

ADVISO

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELEGIBLE PERSONS AT A REDUCED FEE OR NO FEE

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO . ESTA OFICINA LE PUEDE PROVEER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO. SI USTED NO TIENE EL DINERO SUFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O GRATUITO

Lawyer Referral and Information Service
 Philadelphia Bar Association
 1101 Market Street
 11th Floor
 Philadelphia, PA 19107
 215 238-6333

CIVIL ACTION/MORTGAGE FORECLOSURE

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Philadelphia Bar Association
1101 Market Street
11th Floor
Philadelphia, PA, 19107
215-238-6300

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECERLOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Lawyer Referral Service
Philadelphia Bar Association
1101 Market Street
11th Floor
Philadelphia, PA, 19107
215-238-6300

VERIFICATION

I verify that the statements made in the foregoing document(s) are true and correct.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.

By: 

Martha E. Von Rosenstiel, Esq.
Attorney for Plaintiff

Dated: March 22, 2010

PROOF OF CLAIM "C"

PHILADELPHIA COURT OF COMMON PLEAS
PETITION/MOTION COVER SHEET

CONTROL NUMBER:

045114

(RESPONDING PARTIES MUST INCLUDE THIS
NUMBER ON ALL FILINGS)

FOR COURT USE ONLY

MAY 05 2010

ASSIGNED TO JUDGE:

ANSWER/RESPONSE DATE:

CIVIL ADMINISTRATION
RESPONSE DATEDo not send Judge courtesy copy of Petition/Motion/Answer/Response.
Status may be obtained online at <http://courts.phila.gov>

MARCH

Term. 2010

No. 003882

Year

Name of Filing Party:

Joshua Emanuel El-Bey

(Check one)

☐ Plaintiff☐ Defendant

(Check one)

☒ Movant☐ Respondent

U S BANK NATIONAL ASSOCIATION

vs.

BERNARD LADEM

INDICATE NATURE OF DOCUMENT FILED:

- ☐ Petition (Attach Rule to Show Cause) ☐ Motion
☒ Answer to Petition ☐ Response to Motion

Has another petition/motion been decided in this case? ☐ Yes ☒ NoIs another petition/motion pending? ☐ Yes ☒ No

If the answer to either question is yes, you must identify the judge(s):

TYPE OF PETITION/MOTION (see list on reverse side)

PETITION/MOTION CODE
(see list on reverse side)

MOTION TO INTERVENE

MTINV

ANSWER/RESPONSE FILED TO (Please insert the title of the corresponding petition/motion to which you are responding):

CIVIL ACTION-EJECTMENT

I. CASE PROGRAM

Is this case in the (answer all questions):

A. COMMERCE PROGRAM

Name of Judicial Team Leader: _____

Applicable Petition/Motion Deadline: _____

Has deadline been previously extended by the Court?

☒ Yes ☐ No

B. DAY FORWARD/MAJOR JURY PROGRAM — Year _____

Name of Judicial Team Leader: _____

Applicable Petition/Motion Deadline: _____

Has deadline been previously extended by the Court?

☐ Yes ☒ No

C. NON JURY PROGRAM

Date Listed: _____

D. ARBITRATION PROGRAM

Arbitration Date: _____

E. ARBITRATION APPEAL PROGRAM

Date Listed: _____

F. OTHER PROGRAM: _____

Date Listed: _____

U.S. Bank National Association, As Trustee F-MTINV

II. PARTIES (required for proof of service)

(Name, address and **telephone number** of all counsel of record and unrepresented parties. Attach a stamped addressed envelope for each attorney of record and unrepresented party.)

Martha E. Von Rosenstiel, P.C.
 649 South Avenue
 Unit 6
 Secane, PA 19018
 (215) 328-2887

Joshua Emanuel El-Bey
 5324 Wynnefield Avenue
 Philadelphia, PA 19131
 (215) 220-7551

III. OTHER



10030388200008

By filing this document and signing below, the moving party certifies that this motion, petition, answer or response, along with all documents filed, will be served upon all counsel and unrepresented parties as required by rules of Court (see PA. R.C.P. 206.6, Note to 303.2(a), and 440). Furthermore, moving party verifies that the answers made herein are true and correct and understands that sanctions may be imposed for inaccurate or incomplete answers.

(Attorney Signature/Unrepresented Party)

(Date)

Joshua Emanuel El-Bey

(Print Name)

(Attorney I.D. No.)

The Petition, Motion and Answer or Response, if any, will be forwarded to the Court after the Answer/Response Date.
 No extension of the Answer/Response Date will be granted even if the parties so stipulate.

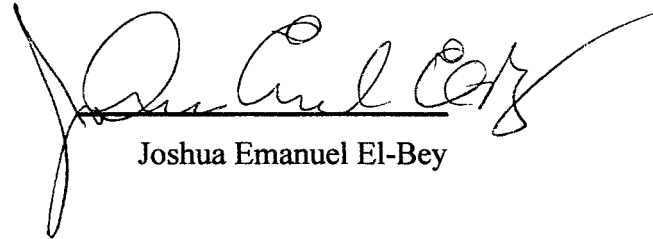
Certificate of service

I, Joshua Emanuel El-Bey, certify that on April 15, 2010, I mailed a true and correct copy of the above and foregoing Motion to Intervene to:

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue
Unit 6
Secane, Pennsylvania 19018
U. S. Certified Mail No. 7009 0960 0000 3565 5339

United States District Court for the Eastern District of Pennsylvania
United States Courthouse West
601 Market Street
Philadelphia, PA 19106
Case #09-5656

Filed With Clerk of Court



Joshua Emanuel El-Bey

Prothonotary
282 City Hall
Philadelphia, PA 19107

Ticket#652636 Cus#CASH Apr 15 10
Usr SP Rg# 8 Dr# 8 Time 11:04

Item Number	Qty	Price	Ext
515	1	52.68	52.68
52.68 MOTION/PETITION			
574	22	1.00	22.00
1.00 PER PG E FILING			

Subtotal	74.68
Tax	.00
Total sale	74.68

Cash	100.00
Change due	25.32

CASE NO. 100303882

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
☐ Print your name and address on the reverse so that we can return the card to you.
☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
 B. Received by (Printed Name) ☐ Date of Delivery
 C. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for merchandise
☐ Insured mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number:

(Transfer from service label)

7009 0960 0000 3565 5339

PS Form 3841 February 2006

Domestic Return Receipt

102395-02-M-15-10

APPOSTILLE

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country : United States Of America
2. This public document has been signed by **BARBARA JOHNSON**
3. acting in the capacity of NOTARY PUBLIC
4. bears the seal/stamp BARBARA JOHNSON, NOTARY PUBLIC, PHILADELPHIA COUNTY, COMMONWEALTH OF PENNSYLVANIA

Certified

5. at Harrisburg, Pennsylvania
6. The 1st day of February, 2006
7. by Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania
8. No : 200604473
9. Seal/Stamp
10. Signature

Pedro A. Cortés

Pedro A. Cortés



* * * * *

**Joshua Emanuel ElBey
Kingdom of The Power of
Heaven the Powers, on
Earth the soil in
Philadelphia County,
Province, postal zone
Foreign Mission
Indigenous Community
“We the People” U.N.215-93**

**ss: Declaration of Mission
Statement by Foreign
Neutral under The
Absolute Law’s of The
Living Father**

///

KNOW THE PEOPLE BY THESE PRESENTS, GREETINGS:

///

KNOW ALL MEN BY THESE PRESENTS: Under the authority of Declaration, for The Trust Written and Recorded at Chapter 9, verse 15 through 21, and at chapter 8, verse 7 through 13, Book of the Hebrews, the undersigned Affiant, Declarant, and Trustee of said Toral Trust accepts and succeeds the appointment and Office of”Trustee”, Droit Droit Dominium Jura in re, as “Foreign neutral, thereof the Kingdom of the Power of Powers, sending state, for The United States of America and territories or insular possessions, receiving state as a neutral *in itinere, ab initio*, August 1st, 1954 (), recognized by the receiving state Under authority To Wit:

The Ancient Scriptures

The 1814 Treaty of Ghent

The Convention of the Hague, 5 October 1961

Vienna Convention, 18 April 1961, U.N.T.S. Nos. 7310-7312 vol. 500, pp. 95-239

The Ordinance of the Territory North and West of the River Ohio, 1 Stat.51, 52, July 13 1787

International Organization Immunities Act, 9 December 1945

The Vienna Convention on the Law of Treaties U.N. Doc. A/Conf. 39/27 (1969), 63 A.J.I.L. 875 (1969) at Article 2, I(a), (b) and (g), and Article II for “limited accession” per TIAS 100072 33 U.S.T. 883, 527 U.N.T.S. 189

The Convention on Rights and Duties of States, 49 Stat. 3097, T.S. 881, 165 L.N.T.S. 19, 3 Bevans 145, done at Montevideo Uruguay, 26 December 1934 @ Art. 2-3 id est. "sovereign ecclesiastical State"

Convention on the Conflict of Laws Relating to the Form of Testamentary Dispositions, Concluded 5 October 1961, #11, et. Seq., Conflict of Law (1993)

Vienna Convention on Consular Relations and Optional Protocols, Vienna 24 April 1963, U.N.T.S. Nos. 8638-8640 vol. 596, pp. 262-512

Vienna Convention on the Law of Treaties, signed at Vienna 23 May 1969, U.N.T.S., Entry into Force: 27 January 1980

Primary Duties are: Keep the commandment Laws of the Living Father and, secondly, Perpetuate the Testator's Will and Living Trust, in violate.

Secondary duties include: Establish and maintain the "mission" and "mission post" for and on behalf of the "mission head" in representative capacity and provide for the maintenance and good Order of the families, staff, and other public servants there unto belonging: with absolute respect for and utmost integrity of Testator's Living Will and trust, in abstentia.

"Domicile" is establish by virtue of chapter nineteen (19) verse five (5), the Book of Exodus, and legal estate thereof with absolute allegiance and fidelity, excluding all others.

Any and all family and friends domiciled with the Foreign neutral are neutrals "opposed to war in any form" and non-resident aliens to the "receiving state" afore said. Affiant-Trustee Acknowledges that as Trustee and Individually, he is neither a citizen, nor subject of the receiving state by imprescription and the term "imprescriptibility" is operative herein duly recognized in the cases of Rabang v. I.N.S. (CA9 1994), 35 F. 3d 1449 @n4, of United States v. Wong Kim Ark, 169 U.S. 649, 18 S.Ct. 456, 483, 42 I. Ed. 890 (1898), of Udny V. Udny, L.R. I H. L. Sc. 457.

Trustee-Affiant is not a "legal entity" created by, for, nor on behalf of any other person, group, association, nor corporation for political or commercial purpose and is not a surety therefore, nor assumes culpability on behalf thereof as "*civiliter mortuus*", to the receiving state aforesaid.

Inclusio unius est exclusio alterius

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

**"Succession" is "special" for which presumption must yield to truth
Mission Statement by Apostille**

Page Two

The undersigned Trustee-Affiant, succeeding to the appointment and Office aforesaid, specially, authorizes the foregoing in Official capacity according to the express exceptions, stipulations, and reservations above set out verbatim and those referenced in the authorities set out above, as attests My Hand and Seal in Faithful Witness thereof, the same being entirely true, correct, certain, and complete, according to the laws of the Kingdom and Commonwealth aforesaid, so help Me Almighty Power of the Powers.

The Official Seal of the Foreign neutral, annexed below, is the only seal affixed upon Official Documents, charge d'affaires, and other correspondences appertaining the Trustee's Lawful peaceful mission, held exclusively in the custody, possession and control of Trustee-Declarant, unless otherwise expressly assigned or transferred, as set forth and heretofore, and not for any other unauthorized "use" nor "purpose"

Official Authorized Seal

On the 16th day of January, 2006

Foreign neutral

LS.:

Joshua Emanuel El Bey

"Holder in Due Course"

Trustee, but not individually

Philadelphia, County, Province, postal zone

In the Book of 2 Corinthians, Chapter 13, verse 1

"In the mouth of two or three witnesses shall every word be established."

Algeria Ruth Bey
Witness's signature

16th
Day

JANUARY
Month

2006
Year

Algeria J. Bey
Witness's signature

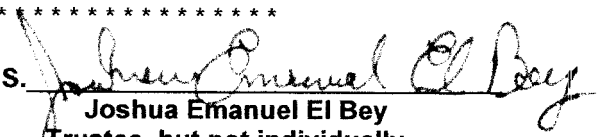
16th
Day

JANUARY
Month

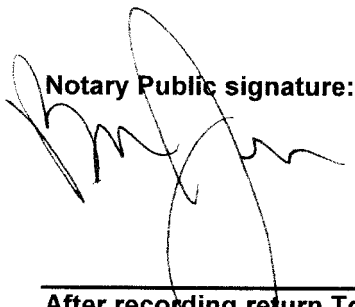
2006
Year

Mission Statement by Apostille

Page 3

L.S. 
Joshua Emanuel El Bey
Trustee, but not individually
C/o: 5324 Wynnefield Avenue
Philadelphia County (31)

SUBSCRIBED and AFFIRMED before me, a Notary Public residing in Philadelphia, county
The State of Pennsylvania, The above Signor Joshua Emanuel El Bey appeared, known by Me and
Identified himself, and affixed His/Her Signature hereto, the 16th day of JANUARY
2006.

Notary Public signature:


After recording return To:
THE SHIELD OF FAITH EMBASSY INTERNATIONAL MISSIONS
C/o 5834 Baynton Street ~suite 911
Philadelphia County (44)

Session: one Supreme Court

Act of State

Reaffirmation of Dual Citizenship

And Renunciation of Attempted Expatriation

I, Joshua Emanuel El Bey ^{TM®} by International Common Law Registration, being of the age of majority, complete in my faculties, A natural born Divine creation, and a Private, Sentient, Civilian, Absolute Sovereign Citizen within the constitutional Public Survey boundaries of The State of Pennsylvania, a Republic, of a constitutional Township, within the body of a constitutional County, the proper jurisdictions of the Common Law thereto, do solemnly make this Reaffirmation of Dual Citizenship, Pursuant to my absolute freedom of religion, of a Ambassador and Subject-Citizen of the Kingdom of Heaven under its King, Christ; and an American Sovereign Citizen-Principal in good Standing and Behavior, Public Minister (Ambassador), and "dominium" (absolute owner") inhabitant of the organic United States ("a more perfect Union ") under the Constitution for the United States of America (1764 to Date) as ordained and established, with reservation of all Divinely created and inherent unalienable Rights/Privileges. It is at the same time that I renounce and declare void, ab initio, any and all attempts (De Facto/Renegade/Corporate), by means of fictions or otherwise, of any changes in my lawful citizenship Status to that of a Corporate Statutory/Military/Maritime/Admiralty/Fictitious "U.S.;" "person", "consumer""individual", "citizen", "citizen-subject" "plaintiff/defendant", "resident", "whoever", "taxpayer", "driver", "gun/firearm owner", "debtor", et al, subject to the seizure of Alien Properties by the hypothecated, Corporate/Legislative/Military/Maritime/Admiralty/Fictitious Democracy UNITED STATES, et al. Such corporations, fraudulent and non-existent in the Law, include, but are not limited to, the UNITED STATES, U.S., STATE OF PA, COUNTY OF PHILADELPHIA, CITY OF PHILADELPHIA, JOSHUA EMANUEL EL BEY, JOHN ROBERT SHIELDS, 190-34-8748, etc. This doctrine of "piercing the Corporate Veil", with its "instrumentality Rule", will serve Notice, (judicial, presidential, or otherwise), that all acting as Corporate officers, etc., whether by color of law or color of official right, a reacting or have acted without the usual immunities afforded in lawful civil/judicial proceedings. For the peace and safety of all Corporate officers, etc., as well myself I have identified all my guaranteed, absolute properties ("LIFE, LIBERTY, and Pursuit of Happiness"), until such time as the present De Facto/Renegade/Corporate government can make the necessary Changes to its structure to insure the same. These identifications will list the International Record (Serial) Number (Apostille No.), as has been recognized, received, recorded, and issued by the De facto/Renegade/Corporate government. As this Number is the International registration, National authentication, and State certification of a Public Document of the United States of America, my Nations, and of Citizenships, as well as identification of all guaranteed, absolute properties, whether Private or Public, are and have been in Lawful possession of me. Any confiscation or seizure of any kind of any of the guaranteed, absolute Private and Public properties by any of the De Facto/Renegade/Corporate officers, etc. will result in damages of Ten Million Dollars of United States (Treaty States, nation-state) specie Money (United States Dollars silver/"Blocked"), that being Enumerated in Article I, Section 10, Clause 1 as "gold and silver Coin" in the Constitution for the United States of America (1764 to date), to be multiplied by not only the damaging party(s), but all those in concert and causes action.

This Declaration is made absolute by the enclosed Apostille (The State of Pennsylvania) copy, and, pursuant to 15 Stat. Ch. 249 Pg. 223 (1868), shall be made final, adopted, and accepted by the Doctrines of Estoppels (by acquiescence), Law of the Record (Apostille), Moral Obligation (peremptory mandamus), and the Divine Law (380 U.S. 163; The Bible is law to be applied nationally); or upon the passing of a customary and reasonable time of ten (10) consecutive calendar days from receipt of the service guaranteed U.S. Mail (Certified) or otherwise. It will be the President's absolute ministerial duty to identify, restore, and correct any and all errors, injuries, wrongs, and damages at anytime applied and/or attached to Me, pursuant to Congressional demand within 15 Stat. Ch. 249.

Date: "In the Beginning" plus Six Days. In the year of our Lord January 25TH Nineteen hundred forty-four

Joshua Emanuel El Bey; Common Law Copyright
Me; Private, Moorish American; Sentient, Civilian Sovereign Citizen

United States of America, a Republic: The State of Pennsylvania, a republic.
Constitutional Township within the constitutional county of Philadelphia

**APOSTILLE REGISTRATION PURSUANT TO International PRIVATE LAW
(5 Oct., 1961 Hague Convention) WITH ADMINISTRATIVE & JUDICIAL NOTICE**

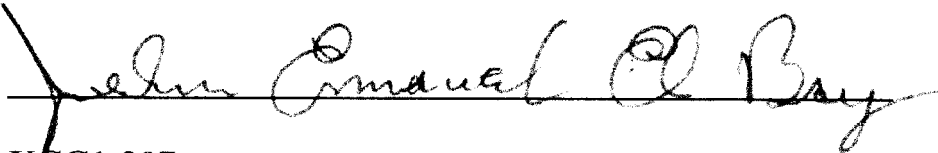
My indigenous, natural, Moorish American Nationality and Citizenship status and sincerely held spiritual convictions forbid me to contract a political or legal affiliation within a statutory jurisdiction both “foreign to” and “in contravention of sovereign authority fundamental to the United States of America (constitutional Republic). The rights and religious beliefs of an indigenous, natural, Moorish American who is not part of any body politic, a legal fiction or a statutory citizen, are protected by Constitution, State, Federal, and International law applying to Individual Human Rights, and Civil Liberties. It is unlawful to deny a right or to sanction, condemn, or damage me because I do not enter statutory jurisdiction or process “foreign to” the U.S.A. (constitutional Republic). Violation is inclusive of coercing, frauding, or compelling one into fictional capacity as a statutory U.S. citizen under the 14th Amendment who is without benefit of constitutional protections and Due Process. Violation also embraces official participation through “neglect or refusal” to “prevent or aid in preventing” rather than properly halting and mitigating prohibited damage. Violation creates liability rendering governmental “immunity from suit” defense moot.

Pursuant to my religious beliefs and status of an indigenous, natural, Moorish American, I terminated relationship with the U.S. Social Security Administration and no longer have a “Social Security number.” Previous documentation may include a former “SSN.” but I must now request that no individual or agency erroneously associate me with a “SSN.” creating damage and liability. Substitute documentation admissible under State, Federal, or International law may now be provided for “identification” purposes. It is unlawful to deny a right or to sanction, condemn, or damage me because I do not have a “SSN” conflicting with my sincerely held spiritual convictions.

Pursuant to my religious beliefs and to avoid mistaken identity by erroneously addressing a fiction or a non-natural person, my proper Moorish American English name is spelled using both upper and lower case (“Joshua Emanuel El Bey) and NOT in all upper case (“JOSHUA EMANUEL EL BEY”). My birthplace is Philadelphia Pennsylvania, born January 25th 1944 to Peter Shields El Bey (Father) and Sarah Elizabeth Jordan El Bey (Mother), both Moorish American Citizens. My indigenous, natural, Moorish American identity cannot identity with a state Issued birth certificate conferring the status of an artificial entity, fiction at law, or federally created living trust registered with the U.S. Department of Commerce, Bureau of Statistics (putting that artificial entity Trustee into a fiduciary relationship to said trust having statutory and contractual obligation i.e.: U.S. public bankruptcy policies, 5 USC 903] with no absolute rights to constitutional protections and Due Process).

THIS FORMAL NOTICE OF APOSTILLE REGISTRATION OF NATIONALITY, CITIZENSHIP AND CERTIFICATE OF BIRTH IS PURSUANT TO INTERNATIONAL PRIVATE LAW (5 Oct. , 1961 Hague Convention) AND CONTAINS AFFIDAVIT OF ADMINISTRATIVE & JUDICIAL NOTICE.

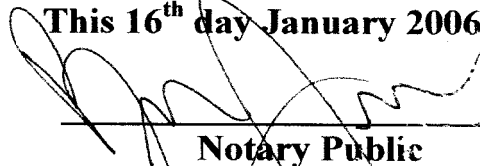
Signed and executed "without the United States"
Under the laws of the United States of America
As defined in 28 USC 1746 (1)



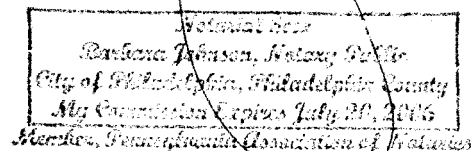
UCC1-207

16TH January 2006

Sworn to and subscribed to
This 16th day January 2006



Notary Public
Commission Expires: July 20th 2006


Notarial Seal
Barbara Johnson, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires July 20, 2006
Member, Pennsylvania Association of Notaries

This Document to which this certificate is affixed is

C E R T I F I E D

A TRUE, CORRECT, and COMPLETE COPY of the

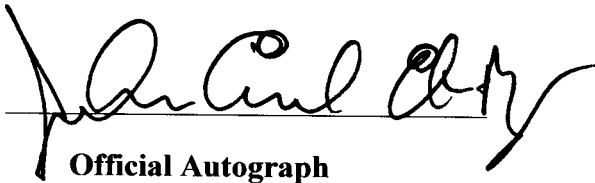
Original

Plaintiff is holder-in-due-course of original

I, Tribal-Appellation: (El-Bey), in public capacity as beneficiary to the Original Jurisdiction, being of majority in age, competent to testify, a self realized entity, a free Man upon the free soil. As a free (Sovereign) **Washitaw American National Mjür / Moor** of the American Republic, do hereby state that the truths and facts herein this Declaration are true, correct, complete, certain, and not to be misleading. Nor is this Declaration intended for any improper use or misrepresentation. I aver.

Affirm and witnessed this 13th day of May in the year **2010**

of my Empress **Joshua Emanuel El-Bey**.


Official Autograph

